

AGREEMENT BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF THE REPUBLIC OF ARGENTINA
CONCERNING
EXCHANGE OF
RESEARCH AND DEVELOPMENT INFORMATION

(Short Title: Argentina-U.S. Master Information Exchange Agreement)

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PREAMBLE

The Department of Defense of the United States of America and the Ministry of Defense of Republic of Argentina, hereinafter referred to as the "Parties":

having a common interest in defense;

recognizing the benefits to be obtained from standardization, rationalization, and interoperability of military equipment;

desiring to improve their mutual conventional defense capabilities through the application of emerging technology; and

having independently conducted research and development (R&D) of the applications of various technologies, recognize the benefits of cooperation in the mutual exchange of R&D information;

Have agreed as follows:

ARTICLE I

DEFINITION OF TERMS AND ABBREVIATIONS

Authorities	Government officials listed in this Agreement that are authorized to act on behalf of the Parties in matters pertinent to this Agreement
Annex Authorities	Government officials listed in this Agreement that are authorized to act on behalf of the Parties in matters pertinent to implementation of this Agreement or Annexes thereto.
Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Such information provided under this Agreement shall be marked to identify its "in confidence" nature. It could include information which has been declassified, but remains controlled.
Contractor Support Personnel	Persons who are under contract to provide administrative and professional support services to the Parties.
Designated Security Authority (DSA)	The security office approved by Authorities to be responsible for the security aspects of this Agreement.
Establishments	Government organizations listed in an Information Exchange Annex that provide, or have an interest in, R&D Information to be exchanged.
Information Exchange Annex (IEA)	An Annex established under the provisions of this Agreement to exchange R&D Information of mutual interest concerning specified technology areas or categories of weapons.

Liaison Officers (LOs)

Representatives of the Parties, normally, personnel accredited to embassies or missions, who may assist Annex Authorities, Technical Project Officers (TPOs) and Establishments in IEA-related efforts. This does not include representatives of one Party who are assigned on a temporary basis to work in organizations of the other Party except where such representatives have been assigned for the purposes of a specific IEA.

Production Information

Designs, drawings, chemical and mathematical equations, specifications, models, manufacturing techniques, software source code and related information (excluding R&D Information) necessary to manufacture or substantially upgrade military materiel and munitions.

R&D Information

Any research and development knowledge which can be communicated by any means, regardless of form or type including, but not limited to, scientific, technical, business, or financial nature whether or not subject to copyright, patent, or other legal protection.

Technical Project Officers (TPOs)

Representatives of government organizations who are specifically authorized to exchange R&D Information under an IEA

Third Party

Any person or other entity whose government is not a Party to this Agreement.

ARTICLE II

OBJECTIVE AND SCOPE OF INFORMATION EXCHANGE

2.1. The objective of this Agreement is to conduct reciprocal, balanced exchanges of R&D Information of mutual interest to the Parties.

2.2. The Parties may exchange R&D Information under this Agreement upon conclusion of individual IEAs. Each IEA shall specify the scope of R&D Information which may be exchanged. Exchanges of R&D Information under each IEA shall be on a reciprocal, balanced basis such that the R&D Information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, within each IEA to this Agreement.

2.3. Each IEA, upon conclusion, shall form an integral part of this Agreement. Each IEA shall generally conform to the format outline provided in Appendix 1. Each IEA shall:

- 2.3.1 specify the scope of R&D Information exchange;
- 2.3.2 identify the Annex Authorities, Technical Project Officers and Establishments;
- 2.3.3 specify special disclosure and use provisions, when necessary;
- 2.3.4 identify the highest level of classification of Classified Information which may be exchanged under the IEA; and
- 2.3.5 establish a termination date for the IEA not more than five years after the IEA enters into force.

2.4. Either Party may propose potential IEAs to be conducted under the provisions of this Agreement. The proposing Party may provide a written synopsis describing the proposed IEA to the other Party, and solicit its participation in concluding an IEA.

2.5. This Agreement permits the exchange of R&D-related computer software subject to paragraph 2.2. and the restrictions established in an individual IEA, but does not permit the exchange of weapon, sensor or related system computer software, or weapon, sensor or related systems computer software documentation.

2.6. Production Information shall not be exchanged or provided under this agreement.

2.7. No defense articles or services may be exchanged or provided under this Agreement.

2.8. The activities of the Parties under this Agreement shall be carried out consistent with their national laws and the obligations of the Parties shall be subject to the availability of appropriated funds for such purposes.

2.9. In the event of a conflict between the provisions of this Agreement and any Appendix or IEA to this Agreement, the Agreement shall take precedence.

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ARTICLE III

MANAGEMENT

3.1. The Parties hereby establish the following Authorities for this Agreement, or their equivalents in the event of reorganization:

Argentina: Subsecretario de Política y Estrategia

United States: Deputy Under Secretary of Defense (International and Commercial Programs)

3.2. The Authorities shall be responsible for:

3.2.1 reviewing and approving recommended amendments to this Agreement in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration);

3.2.2 amending Appendix 1 (Model Information Exchange Annex) to this Agreement in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration); and

3.2.3 resolving issues brought forth by the Annex Authorities.

3.3. The Parties hereby establish the following Annex Authorities to coordinate their respective IEA efforts under this Agreement, or their equivalents in the event of reorganization:

Argentina: The Director General de Coordinación de la Reconversion

United States: The Assistant Secretary of the Army (Research, Development and Acquisition) (for Army Matters)

The Assistant Secretary of the Navy (Research, Development and Acquisition) (through Navy International Programs Office for Navy Matters)

The Deputy Under Secretary of the Air Force (International Affairs) (For Air Force Matters)

3.4. The Annex Authorities shall be responsible for:

- 3.4.1 exercising executive-level oversight of IEA efforts;
 - 3.4.2 resolving issues brought forth by the TOPs;
 - 3.4.3 concluding new IEAs on behalf of the Parties;
 - 3.4.4 approving the amendment and termination of IEAs in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration);
 - 3.4.5 coordinating requests for Third Party transfers on behalf of the Parties in accordance with Article X (Third Party Transfers).
- 3.5. Each IEA shall identify a single TPO to represent each Party. Unless otherwise set forth in an individual IEA, TPOs shall be responsible for:
- 3.5.1 exercising day-to-day management of IEA efforts;
 - 3.5.2 resolving IEA issues and problems brought forth by Establishments;
 - 3.5.3 referring issues to the Annex Authorities that cannot be mutually resolved by the TPOs;
 - 3.5.4 recommending the development of new IEAs to the Annex Authorities;
 - 3.5.5 recommending the amendment or termination of IEAs to the Annex Authorities;
 - 3.5.6 amending the list of Establishments in IEAs;
 - 3.5.7 establishing and maintaining annual R&D Information exchange objectives for each IEA, as appropriate;
 - 3.5.8 maintaining oversight of the security aspects of the IEA in accordance with Article VIII (Controlled Unclassified Information) and Article IX (Security);
 - 3.5.9 acting as the national focal point for exchange of R&D Information under the IEA, and maintaining lists of R&D Information exchanged; and
 - 3.5.10 any other unique responsibilities required for management of the IEA.

3.6. Each IEA shall identify Establishments that may, subject to TPO authorization and the provisions of Article IV (Channels of Communication and Visits), exchange R&D Information and sponsor visits under the IEA.

ARTICLE IV

CHANNELS OF COMMUNICATION AND VISITS

4.1. Only those TPOs specified in individual IEAs to this Agreement are authorized to exchange R&D Information related to that IEA on behalf of the Annex Authorities. R&D Information exchanged between the Parties shall be forwarded by TPOs to their counterparts via government channels for appropriate dissemination. Liaison Officers may also assist TPOs in the exchange of R&D Information, as appropriate, in accordance with Article IX (Security).

4.2. Each Party shall permit IEA visits to its TPOs and Establishments by personnel of another Party, provided that the visit is authorized by both Parties and visiting personnel have appropriate security clearances and a need-to-know.

4.3. All visiting personnel shall be required to comply with security regulations of the host Party. Any R&D Information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this Agreement.

4.4. Requests for visits by personnel of one Party to TPOs or Establishments of the other Party shall be coordinated through government channels, and shall conform with the established visit procedures of the host country. Requests for visits shall bear the name of the IEA and a proposed list of topics to be discussed. When requests for visits also include visits to contractor facilities of the host country, such requests will comply with that country's contractor visit procedures.

4.5. Lists of personnel of each Party required to visit, on a continuing basis, IEA TPOs or Establishments of the other Party shall be submitted through official channels in accordance with recurring international visit procedures.

ARTICLE V

FINANCIAL ARRANGEMENTS

Each Party shall bear the full costs it incurs in making, managing and administering any R&D Information exchanges under this Agreement. No funds shall be transferred between the Parties. A Party shall promptly notify the other Party if available funds are not adequate to fulfill its responsibilities under this Agreement. If a party notifies the other Party that it is terminating or reducing its funding for any R&D effort covered by a specific IEA, the Parties shall immediately consult with a view toward termination or continuation of the information exchange on a changed or reduced basis.

ARTICLE VI

CONTRACTUAL ARRANGEMENTS

6.1. This Agreement provides no authority for placing contracts on the other Party's behalf in connection with any R&D Information exchanges under this Agreement. Furthermore, this Agreement creates no obligation to place contracts to implement any R&D Information exchanges under this Agreement.